

**AMENDMENT 1 TO
DEVELOPER'S PUBLIC REPORT
FOR A CONDOMINIUM**

CONDOMINIUM PROJECT NAME:	KOLANI PLACE TERRACE
PROJECT ADDRESS:	45-512 and 45-512A Kolani Place Kaneohe, Hawaii 96744
REGISTRATION NUMBER:	7522 (partial conversion)
EFFECTIVE DATE OF REPORT:	July 29, 2014
THIS AMENDMENT:	<input checked="" type="checkbox"/> Must be read together with <input checked="" type="checkbox"/> Developer's Public Report dated <u>June 2, 2014</u> <input type="checkbox"/> Amended Report dated _____ <input type="checkbox"/> Supersedes all prior amendments: Includes all prior amendment(s) and <u>must</u> be read together with <input type="checkbox"/> Developer's Public Report dated _____ <input type="checkbox"/> Amended Report dated _____
DEVELOPER(S):	DU CHUL SHIN and STACEY MYONG SUK SHIN, husband and wife.

Preparation of this Amendment

The Developer prepared this amendment pursuant to the Condominium Property Act, Section 514B-56, Hawaii Revised Statutes (HRS), as amended from time to time. Section 514B-56, HRS, requires that after the Commission has issued an effective date for the Developer's Public Report, if there are any changes, either material or pertinent changes, or both, regarding the information contained in or omitted from the Developer's Public Report, or if the developer desires to update or change the information set forth in the Developer's Public Report, the developer shall immediately submit to the Commission an amendment to the Developer's Public Report or an amended Developer's Public Report clearly reflecting the change, together with such supporting information as may be required by the Commission, to update the information contained in the Developer's Public Report.

The law defines "material change" as used in parts IV and V of Chapter 514B, HRS means any change that directly, substantially, and adversely affects the use or value of (1) A purchaser's unit or appurtenant limited common elements; or (2) Those amenities of the project available for the purchaser's use.

The law defines "pertinent change" to mean, as determined by the commission, a change not previously disclosed in the most recent public report that renders the information contained in the public report or in any disclosure statement inaccurate, including, but not limited to (1) The size, construction materials, location, or permitted use of a unit or its appurtenant limited common element; (2) The size, use, location, or construction materials of the common elements of the project; or (3) The common interest appurtenant to the unit. A pertinent change does not necessarily constitute a material change.

The filing of an amendment to the Developer's Public Report or an amended Developer's Public Report, in and of itself, shall not be grounds for a purchaser to cancel or rescind a sales contract. A purchaser's right to cancel or rescind a sales contract shall be governed by sections 514B-86 and 514B-87, HRS, the terms and conditions of the purchaser's contract for sale, and applicable common law.

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at (808) 586-2643 to submit your request.

This Amendment has not been prepared or issued by the Real Estate Commission or any other governmental agency. The issuance by the Commission of an effective date for this amendment to the Developer's Public Report (1) does not mean that the Commission approves or disapproves of the project; (2) does not mean that the Commission thinks that either all material facts, material changes, or pertinent changes about the project have been fully or adequately disclosed; and (3) is not the Commission's judgment of the value or merits of the project.

The law defines "material facts" to mean any fact, defect, or condition, past or present that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale.

This amendment may be used by the Developer for promotional purposes only if it is used with the last Developer's Public Report in its entirety.

Prospective purchasers and purchasers are encouraged to read this amendment carefully and to seek professional advice.

Summary of Changes from Earlier Developer's Public Report are Described Beginning on the Next Page

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Summary of Changes from Earlier Developer's Public Report:

This summary contains a general description of the changes, if any, made by the developer since the last Developer's Public Report was issued an effective date. It is not necessarily all inclusive. Prospective purchasers and purchasers must read this amendment together with the last Developer's Public Report with the effective date as noted on the top of page 1 if they wish to know the specific changes that have been made.

Changes made are as follows (include a description of what the change is and page number and or exhibit alphabet or number; additional pages may be used):

1. Section 2.2 on page 9 of the Developer's Public Report is amended to reflect that Koby Berrington, whose contact information is shown below, has been selected as the real estate broker for the project by the Developer:

Koby Berrington (East Oahu Realty, Inc.)
6600 Kalaniana'ole Highway, Suite 114
Honolulu, Hawaii 96825
Phone: (808) 791-2270
Email: kobyberr@hawaii.rr.com

2. Exhibit "A" of the Developer's Public Report has been amended to reflect that Koby Berrington is the real estate broker for the project.

3. Page 19a of the Developer's Public Report is amended to delete the section entitled "DISCLOSURE RE: NON SELECTION OF REAL ESTATE BROKER".

4. Page 9, 19a and Exhibit "A" are hereby deleted in their entirety and replaced with new pages 9, 19a and Exhibit "A" attached hereto.

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Changes continued:

A large, empty rectangular box with a thin black border, occupying the central portion of the page. It is intended for users to list changes or provide additional information.

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The Developer declares subject to the penalties set forth in Section 514B-69, HRS that this project continues to conform to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a) (13), HRS.

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report as amended, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report as amended, along with the requirements to cure any violation, and Section 5.5 specifies the date by which the cure will be completed.

The Developer hereby certifies that all the information contained in this report as amended and the exhibits attached to this report (if any) as amended and all documents to be furnished by the Developer to purchasers concerning the project have been reviewed by the Developer and are, to the best of the Developer's knowledge, information and belief, true, correct and complete. The Developer hereby agrees promptly to amend this report as amended to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report as amended at least 30 days prior to the anniversary date of the effective date of this report.

DU CHUL SHIN

Printed Name of Developer


Duly Authorized Signatory*

6.25.2014
Date

DU CHUL SHIN, Co-fee owner

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

***Must be signed for a corporation by an officer; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.**

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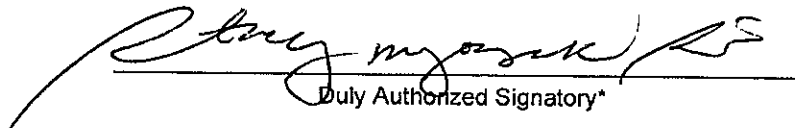
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STACEY MYONG SUK SHIN

Printed Name of Developer


Duly Authorized Signatory*

6-25-2014

Date

STACEY MYONG SUK SHIN, Co-fee owner

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

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2. PERSONS CONNECTED WITH THE PROJECT

2.1 Developer(s)	Name: Du Chul Shin and Stacey Myong Suk Shin Business Address: 45-521 Likelike Highway Kaneohe, Hawaii 96744 Business Phone Number : (808) 235-8602 E-mail Address: shinfamily72@yahoo.com
Names of officers and directors of developers that are corporations; general partners of a partnership; partners of a limited liability partnership (LLP); or a manager and members of a limited liability company (LLC) (attach separate sheet if necessary).	
2.2 Real Estate Broker	Name: Koby Berrington (East Oahu Realty, Inc.) Business Address: 6600 Kalaniana'ole Highway, Suite 114 Honolulu, Hawaii 96825 Business Phone Number: (808) 791-2270 E-mail Address: kobyberr@hawaii.rr.com
2.3 Escrow Depository	Name: First Hawaii Title Corporation Business Address: 201 Merchant Street Suite 2000 Honolulu, HI 96813 Business Phone Number: (808) 521-3411
2.4 General Contractor	Name: Not applicable-This is a conversion project. Business Address: Business Phone Number:
2.5 Condominium Managing Agent	Name: Self-Managed by the Association Business Address: Business Phone Number:
2.6 Attorney for Developer	Name: Erik W. Wong Business Address: 1609 Young St., Honolulu, Hawaii 96826 Business Phone Number: (808) 946-3300

6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT

NOT A SUBDIVISION. This is a condominium project which should not be confused with a subdivision. A purchaser of a Unit will be conveyed a unit together with an "undivided" interest in the common elements of the project. The entire parcel of land which the project is situated is designed as a common element. That portion of the common element which each purchaser has the exclusive right to use is called a limited common element or limited common land element land area, but IS NOT a separate, legally subdivided lot.

MAINTENANCE FEES. The Developer believes that there will be no regular maintenance fees. This is because all costs of every kind pertaining to each Unit and its respective limited common elements, including but not limited to, the cost of landscaping, maintenance, repair, and/or replacement of each Unit and its appurtenant limited common elements shall be borne entirely by the respective Unit owners. All utilities are separately metered. The maintenance and repairs of each Unit, including all utility charges and Insurance premiums, is the sole responsibility of each Unit Owner.

INSURANCE. Section 514B-86, Hawaii Revised Statutes, requires the Association of Unit Owners to purchase fire insurance to cover the improvements of the Project, and that the premiums for such Insurance be common expenses. Developer anticipates that the Association will elect to permit individual Unit owners to obtain and maintain separate policies of fire insurance and name the Association as an additional insured under said policies. In such case the fire insurance premiums will be the responsibility of individual Unit owners and not common expenses. Prospective purchasers should consult with their own insurance professionals to obtain an estimate for individual fire and hazard insurance

RESERVES. Developer discloses that no "reserve study" was done in accordance with Section 514B-148, Hawaii Revised Statutes, and replacement reserve rules, subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended. No reserves are necessary because there are no common elements that require any type of replacement or major repair. In the event that a common element will require major repair or replacement, the Developer believes that any repair would be treated as a special assessment in order to avoid incurring additional expenses associated with the collection of maintenance fees on a monthly basis.

DISCLOSURE REGARDING "AS IS" SALE. The two (2) Units will be conveyed in their present "as is" condition. Potential buyers are strongly urged to have a professional home inspection to ascertain the exact condition of the property.

HAZARDOUS MATERIALS. The Developer neither prepared nor commissioned a Phase 1 Environmental Site Assessment and makes no representations or warranties whatsoever. The Developer has made no independent investigation as to asbestos or other hazardous substances in the Units or in, under or around the Project, including but not limited to, radioactive materials, organic compounds known as polychlorinated bipheyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and any and all other substances or materials defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", or "toxic substances" under, or for the purposes of, hazardous materials laws. Buyer acknowledges that there may be asbestos and other hazardous substances in the Units or in, under or around the Project. Because of the possible presence of such substances, Buyer should have the Unit inspected to determine the extent (if any) of such contamination and any necessary remedial action. The Developer will not correct any defects in the Units or in the Project or anything installed or contained therein and Buyer expressly releases the Developer from any liability to Buyer if any hazardous materials are discovered. (continued on page 18a)

LEAD WARNING STATEMENT. Pursuant to federal law, 42, U.S.C. 4852 (d), the Residential Lead-Based Paint Reduction Act, "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment of inspection for possible lead-based paint hazards is recommended prior to purchase."

All owners of Units in the Project are automatically members of the Association of Condominium Unit Owners of Kolani Place Terrace (hereinafter the "AOUO"). The AOUO manages the condominium project. Pursuant to the Project's Bylaws a majority (i.e. more than 50%) of the unit owners must be present to constitute a quorum and the acts of a majority of the unit owners present at any meeting in which a quorum is present shall be the acts of the AOUO. In summary, this condominium project is managed by 100% agreement of the Unit owners because the AOUO cannot act without a quorum and both unit owners must attend any AOUO meeting to have a quorum.

REPLACEMENT OF UNIT 2

A prospective purchaser of a Unit which is not presently a residence, but which the purchaser may intend to change to residential or other use, should be aware he will be required to comply with the building codes, land use laws (LUO) and other county laws and ordinances. The LUO, for example, contains restrictions relating to the permissible use of the land, the number of dwelling units permitted, the amount of total development permitted on a lot, the size and design of dwellings, the location of driveways and other improvements, and other matters that may affect a purchaser's ability to construct a dwelling.

A prospective buyer should be aware (a) it will be necessary to obtain building and other permits from the County and (b) it may be necessary to obtain and to have installed utilities to service the site. Obtaining such permits will require compliance with building codes, LUO and other City and County requirements and compliance with any conditions which may be imposed under any such issued permits.

Obtaining utilities and services will require agreements with the providers of such utilities. Developer disclaims all warranties relating to the availability of such utilities, any conditions that may be imposed by providers, or the cost thereof.

Accordingly, before buying an apartment unit, a prospective purchaser, together with an architect or professional builder, is urged to review the LUO and other applicable County ordinances which may affect the Purchaser's use of his Apartment Unit and to review their intended plans with County officials. Developer disclaims all warranties with respect to Purchaser's being able to use the Apartment unit for his intended purposes. **UNLESS A PURCHASER IS BUYING AN EXISTING DWELLING, THERE IS NO GUARANTY THAT PURCHASER WILL BE ABLE TO CONSTRUCT A DWELLING.**

Zoning and Land Use Violations. In a condominium, all of the land included in the condominium remains a single, undivided parcel of land for purposes of zoning and land use regulation. If one unit owner violates a regulation, the violation is attributable to both that owner and the innocent owner of each other unit. For example if one owner builds or adds to a structure in a manner which violates height limits, size limits, setbacks, building permit requirements, or flood zone rules, or uses the unit for an unauthorized additional dwelling or short term rental, the violation applies to the entire condominium and the innocent unit owner may be subject to fines or may be denied a building permit as long as the violation remains uncured. **THE PROSPECTIVE BUYER IS CAUTIONED TO CONSULT WITH LEGAL COUNSEL CONCERNING THESE IMPORTANT RISKS.**

Management Conflicts and Deadlocks: Dispute Resolution. The condominium's Association of Unit Owners and Board of Directors are responsible for management of the condominium. Under the

Declaration and Bylaws for this condominium, any decision of the condominium's Association or Board requires the concurrence of both owners or their designated representatives. This prevents one unit owner from controlling the use, rights and obligations of the other unit owner. The Declaration and Bylaws contain no provisions for breaking deadlocks. In the event of conflicts, disputes, or deadlocks between the owners or their representatives cannot be resolved by mutual agreement, the owners' recourse will be arbitration pursuant to Article XIII, Section 6 of the Bylaws and Section 514B-162 of the Act, or litigation in court.

EXHIBIT A

DISCLOSURES AND ESTIMATE OF MAINTENANCE FEES

1. Project: KOLANI PLACE TERRACE
 45-512 and 45-512A Kolani Place
 Kaneohe, Hawaii 96744
2. Developer: DU CHUL SHIN and STACEY MYONG SUK SHIN,
 husband and wife.
- 2.a. Developer's Address: 45-521 Likelike Highway
 Kaneohe, Hawaii 96744
3. Managing Agent: Self-managed by Association of Unit Owners.
4. Real Estate Broker: Koby Berrington (East Oahu Realty, Inc.)
 6600 Kalaniana'ole Highway, Suite 114
 Honolulu, Hawaii 96825
 Phone: (808) 791-2270
 Email: kobyberr@hawaii.rr.com

5. Maintenance Fees: The maintenance and repair of each condominium Unit and its appurtenant limited common element land area, including all utility charges and insurance premiums, is the sole responsibility of each unit owner. Developer believes that there will be no regular maintenance fees. This is because all costs of every kind pertaining to each Unit and its respective limited common elements, including but not limited to the cost of landscaping, maintenance, repair, replacement and improvements shall be borne entirely by the respective unit owners. All utilities are or will be separately metered. Exhibit 1 attached hereto contains a schedule of estimated initial maintenance fees and maintenance fee disbursements.

Note: Developer discloses that no reserve study was done in accordance with Chapter 514B-148, HRS, and replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended. No reserves are necessary because there are no common elements that require any type of replacement or major repair. Developers believe that any repair of common elements would be treated as a special assessment in order to avoid incurring additional expenses associated with the collection of maintenance fees on a monthly basis.

6. Warranties: The Developer makes no warranties with respect to any building, fixtures or site conditions of any unit, or the common elements. No warranties are given as to appliances. Developer is disclaiming any warranties, either express or implied, including any implied warranty of habitability, with respect to the Project, the units or their contents, and Developer will not be liable to Buyer or any other unit owners for any construction or other defects, including any latent or hidden defects in the Project, the units or anything contained therein. This means that neither Buyer nor any other unit owner will have the right to file any lawsuit for damages against Developer for any defects discovered by them.

7. Number of Units; Permitted Use. The Project contains two (2) Units. The Units are designated as Unit 1 and Unit 2. Unit 1 has a street address of 45-512 Kolani Place, Kaneohe, Hawaii 96744 and Unit 2 has a street address of 45-512A Kolani Place, Kaneohe, Hawaii 96744.

Both Units shall be used only as private single family dwellings, but Unit 2 may be used as a storage shed. However, if at any time in the future Unit 2 is demolished and rebuilt or reconstructed, such rebuilt or reconstructed Unit shall be a single family dwelling. There is no commercial development in the Project.

No residential Unit shall be used as a tenement or rooming house or for or in connection with the carrying on of any business, trade or profession whatsoever. The Units shall not be rented by the Unit owners thereof for transient or hotel purposes, which shall be defined as (i) rental for any period less than thirty (30) days; or (ii) any rental in which the occupants of the residential Unit are provided customary hotel services, such as room service for food and beverage, maid service, furnishing of laundry and linen, and bellboy service. Neither the Units nor any interest therein shall be sold, transferred, conveyed, leased, occupied, rented or used for or in connection with any time-sharing purpose or under any time-sharing plan, arrangement or program, including without limitation any so-called "vacation license", "travel club membership" or "time-interval ownership" arrangement. The term "time-sharing" as used herein shall be deemed to include, but is not limited to, any plan, program or arrangement under which the right to use, occupy, own or possess a residential Unit or Units in the Project rotates among various persons on a periodically recurring basis according to a fixed or floating interval or period of time, whether by way of deed, lease, association or club membership, license, rental or use agreement, co-tenancy agreement, partnership or otherwise. Other than the foregoing restrictions, the owners of the respective Units shall have the absolute right to lease the same, provided that such lease covers an entire residential Unit, is in writing and is made subject to the covenants and restrictions contained in the Declaration and By-Laws for the Project, as amended.

PROSPECTIVE OWNERS SHOULD READ AND UNDERSTAND ALL PROVISIONS CONTAINED IN THE DECLARATION, THE BY-LAWS AND THE SALES CONTRACT..